



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094063-25

In the matter of: 117 BRIDGE ST W
CAMPBELLFORD ON K0L1L0

Between: THI HAI HA Vu Landlord

And

MICHAEL MOORE Tenants
TANYA VOLPE

THI HAI HA Vu (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL MOORE and TANYA VOLPE (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remain in the unit after the termination date.

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative, Ali Bukhari, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I find that it would not be unfair to have a conditional order. Therefore, the tenancy continues between the Landlord and the Tenants pursuant to the conditions listed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On October 17, 2025, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleged that the Tenants paid their rent late 9 times between September 2024 to July 2025.
4. The Tenants did not dispute that they had paid rent late the times alleged in the N8 notice.

5. I am satisfied that the Landlord has established on a balance of probabilities that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 9 times between September 2024 and July 2025.

Section 83 Considerations:

6. The Tenant MM testified that the reason they were paying their rent late was because he had been having a difficult time getting hours at work and his wife was injured at work and has not yet started receiving payments through WSIB. MM testified that he has a son with special needs in school and he has a specialized independent education plan and that a move would be detrimental. The Tenant TV also testified that she does not drive and moving would prevent her from returning to work as they live within walking distance of her employment.
7. MM testified the Property Management changed in October 2025 and that changed the email for e-transfers for rent. MM stated that he was first contacted by the new Property Management on December 23, 2025 and MM asked for their email to send e-transfers for rent. MM testified that he only received a response on January 5, 2026 and that he paid the rent as soon as he was provided with the email.
8. MM proposed a pay on time order. He testified that he gets paid the last day of the month so he can ensure that rent is paid on the first day of the following month.
9. The Landlord acknowledged that they only contacted the Tenants for the first time on December 23, 2025. The Landlord could not provide any details regarding if they contacted the Tenants about the ongoing late payments outside of the N8 notice or whether prior management had spoken to the Tenants.
10. While I am satisfied that the Landlord has established that the Tenant has persistently paid their rent late, I am not satisfied that the Landlord had many, if any, contact attempts with the Tenants about the unacceptable nature of the late payments.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. In my view, it would not be unfair to impose a 12 month pay on time order. If the Tenants do not abide by the order, the Landlord can seek relief pursuant to section 78.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Commencing February 1, 2026 and continuing until February 1, 2027, the Tenants shall pay to the Landlord the lawful monthly rent on or before the first day of the month.

3. If the Tenant fails to comply with the condition set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.